



# **MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY OF MONTEREY PARK, CALIFORNIA**

**and**

**THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION**

**TWO-YEAR AGREEMENT: 07/01/2014 – 06/30/2016**

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**TWO YEAR AGREEMENT 07/01/2014 - 06/30/2016**

**PREAMBLE**

This Memorandum has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Police Officers Association, hereinafter referred to as the "Recognized Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective the first pay cycle following July 1, 2014 and after City Council adoption of this MOU.

**ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING**

It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

**ARTICLE 2 - RECOGNITION**

- A. The City acknowledges the Recognized Employee Organization as the representative for certain employees in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.
- B. This Memorandum shall cover all employees working in the classification of Police Agent and Police Officer on the effective date of this agreement.
- C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

**ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS**

- A. To insure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this Memorandum, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off

employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or operations; to determine and change at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

- B. Notwithstanding the above, the City hereby agrees to Meet and Confer with the Recognized Employee Organization on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

#### **ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES**

- A. During the life of this Memorandum, all employees as described above in Article 2, Section B, shall have the right to join the Recognized Employee Organization, or to refuse or refrain from joining said organization.
- B. Members of the Recognized Employee Organization may, by any reasonable methods, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:
  - 1. That no employee representative shall leave their duty or workstation or assignment without specific approval by any authorized departmental management official.
  - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.
- C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.
- D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday of each month. The City shall forward to the Recognized Employee Organization all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.
- E. The Recognized Employee Organization shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the foregoing provision as set forth in Sections C and D above.

- F. The Recognized Employee Organization representatives, while on City property, shall abide by the City's safety rules and regulations.
- G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend Association sponsored training programs, seminars, and conferences, subject to prior City approval.
- H. A written list of the Officers of the Recognized Employee Organization and the Employee Representatives shall be furnished to the City immediately after their designation, and the Recognized Employee Organization shall notify the City promptly in writing of any changes of such Officers or Representatives.

#### **ARTICLE 5 - COMMUNICATIONS**

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. Recognized Employee Organization recreational and social activities.
2. Recognized Employee Organization election notices and results.
3. Recognized Employee Organization meetings and events.
4. Such other notices as may be mutually agreed upon by the Recognized Employee Organization and the Department Director or representative.
5. All notices and materials regarding the business of the Recognized Employee Organization.

#### **ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS**

- A. The Recognized Employee Organization hereby agrees that during the terms of this Memorandum, the employees of the City, as set forth in Article 2, Section B., the officers and/or agents of the Recognized Employee Organization shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the Meet and Confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

- B. In the event any employee, or employees, participate in any of the prohibited activities stated above, the Recognized Employee Organization shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

- 1. A "grievance" is a formal written or oral allegation by a member of the Association on behalf of specified unit members of the bargaining unit who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.
- 2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.
- 3. A "grievant" is any unit member or the Association on behalf of specified unit members adversely affected by an alleged violation within the scope of the grievance procedure as defined above.
- 4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

### **B. GENERAL PROVISIONS**

- 1. Until final disposition of a grievance, the grievant shall comply with the lawful orders of the grievant's immediate supervisor.
- 2. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, unless otherwise mutually agreed to by the parties.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the Association. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.
4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
5. Any unit member may, at any time, present grievances to the City and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to the hearing and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association, which may include the attorney of the Association. The Association may also be represented at any grievance meetings and will be notified of any such meetings.
6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.
7. There shall be no reprisals, interference, coercion or discrimination against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution: Any unit member or the Association who believes he/she has a grievance which is within the scope of the grievance procedure of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the immediate supervisor.



2. Level II - Formal Written Grievance

- a. If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision by the immediate supervisor.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

- b. The Police Chief or his designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.
- c. Within the above time limits the parties may request a personal conference.
- d. Grievances which do not allege grievable subjects as defined under Section A.1 above are not subject to review above this level.

3. Level III - Appeal to the City Manager

- a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.
- b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

- a. If the grievant is not satisfied with the decision at Level III, or if an employee or the Association wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Association for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Association shall inform the City, in writing, of its request to have an administrative hearing. The Association and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the Association and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by lot.

- b. If either the City or the Association so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.
- c. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.
- d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be final and binding. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.
- e. The City and the Association agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.
- f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

- g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.
- h. The fees and expenses of the Hearing Officer shall be shared equally by the City and Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.
- i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the hearing award in any court of competent jurisdiction.
- j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

5. Disciplinary Proceedings (one day suspension): For purposes of this section alone, a one (1) day suspension shall be equivalent to eight (8) hours of salary, regardless of the actual hours worked in a shift. Suspensions of one (1) day shall be excluded from the arbitration appeal process. Upon receipt from the Chief of Police or his designee of a notice of intended penalty of one (1) day or less, the employee shall have ten (10) business days (Monday - Friday) to submit a written request to the City Manager requiring mediation. The matter shall then be submitted to a mediator provided by the State Mediation and Conciliation Service. Absent agreement as to identity of the mediator, the parties shall alternately strike names from a list supplied by the Los Angeles Office of SMCS. A mediation session shall then be calendared. The mediation shall not be an evidentiary hearing. Neither party shall be represented by an attorney although non-attorney representatives shall be permitted. There shall be no subpoena power, no submission of briefs, and the mediation shall conclude within the same business day that it commenced. If the manner in which the mediation is resolved is unsatisfactory to either party, then the proceeding before the City Manager shall provide the due process mandated by Skelly v. State Personnel Board and shall not be an evidentiary hearing. The decision of the City Manager shall be final and binding and shall not be subject to review in any other administrative or court tribunal.

## **ARTICLE 8 - OVERTIME**

- A. 7K EXEMPTION: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.
- B. WORK HOUR PLANS: The City and the Association agree that the Department will continue to utilize the three-twelve (3/12), four-ten (4/10) and five-forty (5/40) work hour plans during the term of this Agreement. The three-twelve (3/12) work hour plan shall cover patrol Officers and Agents. The four-ten (4/10) work hour plan shall cover motorcycle Officers and Agents and all detective positions.

In the event of an emergency, as determined by the Chief of Police in his/her sole discretion, the City may cancel, alter or amend the work schedule as necessary, and only for the duration of the emergency, immediately and without the requirement of engaging in the meet and confer process.

Section 3/303 of the Department's Operations Manual concerning the scheduling rotation and

modification of shift assignments shall be modified to include the following provision: Officers shall be provided twelve (12) days notice prior to any shift change, reassignment or modification. The twelve (12) day notice requirement shall not apply in the case of emergency situations. For the purpose of this rule, emergencies shall mean any unforeseen or unplanned event that impacts Department staffing needs. The twelve-day notice requirement set forth above shall not apply to probationary Police Officers.

- C. OVERTIME: For employees assigned to the three-twelve (3/12) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period. All employees required to work in excess of the standard work period of one hundred and sixty (160) hours shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay. For employees assigned to the four-ten (4/10) and eight to five (8-5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of eighty (80) hours within the fourteen (14) day pay period. All employees required to work in excess of the standard work period of eighty hours within the fourteen day work period shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay.

All employees assigned to work the three-twelve (3/12) work hour plan and who work in excess of one hundred and sixty (160) hours within the twenty-eight (28) day work period shall be compensated at the completion of the twenty-eight (28) day work period. Regardless of the amount of overtime hours accrued during the first half (80 hours) of the standard work period, employees shall be compensated eighty (80) hours for that pay period, and the balance of the hours worked shall be compensated at the completion of the twenty-eight (28) day work period. All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval will result in the denial of overtime request.

All eligible employees assigned to work the four-ten (4/10) and eight to five (8-5) work hour plans and who work in excess of eighty (80) hours within the fourteen (14) day work period shall be compensated for overtime at the completion of the fourteen (14) day pay period.

Determinations as to whether or not overtime shall be assigned and/or worked remains in the sole discretion of a responsible supervisor. However, where in the sole discretion of the responsible supervisor, overtime can be efficiently worked by any member of the shift without regard to particular skills or abilities of any eligible employee, then said overtime shall be assigned based on seniority, except in those cases where the overtime duty arises from a case or incident involving another shift Officer. In such case, the involved Officer shall be assigned the overtime, regardless of seniority.

In those instances where overtime is made available on a Department-wide basis (such as for a movie detail), then said overtime shall be assigned on a seniority basis, unless in the sole discretion of the responsible supervisor(s), particular skills and abilities of Officers are relevant to the assignment of any individual(s) to the overtime duty.

In cases where seniority is utilized to make overtime assignments, the responsible supervisor shall make a reasonable attempt to advise the eligible Officer(s) of the overtime eligibility. Upon said overtime offer either being rejected or the eligible Officer not being subject to reasonable contact, the responsible supervisor shall repeat said notification steps until the overtime availability is selected. Disputes as to whether or not a "reasonable attempt" was made to contact an Officer eligible for seniority-based overtime selection, shall not be subject to the grievance procedure or to any other administrative or civil method of appeal, and the determination of the responsible supervisor in this regard, shall be final, conclusive and not appealable through any means.

Regardless of the above, any responsible supervisor retains the right in his or her sole discretion to disregard seniority in rendering an overtime assignment when, in the sole discretion of the responsible supervisor, the needs of the Department and/or community so dictate. Said decision shall not be subject to any administrative or civil challenge and shall be final and conclusive.

For the purpose of determining overtime, vacation, sick leave, compensatory time off and/or other paid leave time shall be considered compensable hours of work.

- D. COMPENSATORY TIME OFF: In lieu of receiving cash payment at the regular rate of pay (Section C) for overtime hours worked, an employee may elect the option of taking compensatory time off. Compensatory time shall be earned at the rate of time and one-half (1 1/2) for each hour worked. All compensatory time on the books will be paid down to forty (40) hours as of December 1 of each year. The remaining balance will remain on the books until such time as employee utilizes the compensatory time.
- E. PAID LEAVE ACCRUAL RATES: Employees assigned to the three-twelve (3/12) and four-ten (4/10) work hour plans shall continue to accrue vacation, holiday and sick leave in accordance with the current accrual rates as outlined herein. When vacation, holidays or sick leave is used, the employee shall be charged based on actual time taken off in relation to his/her regularly assigned shift.
- F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall include the following components, if applicable, in addition to base salary:
1. Educational Incentive
  2. Bilingual Pay
  3. Special Assignment Pay
  4. Longevity Pay
  5. Medical Opt-Out Pay
- G. COMPENSABLE HOURS OF WORK:
1. Firearms Qualification: Employees who choose to shoot at the range at times other

than as required for qualification and training by the Department, will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

2. Voluntary Training Time: Voluntary attendance at training schools/facilities (including the academy) which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employees' normal work shift. Any such time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks twenty-four (24) hours a day.

Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

Mandatory training as required by the Department and/or POST is compensable for actual time spent in training. Travel time for mandatory training is compensable as required by the FLSA. If the use of a personal vehicle is authorized for attendance at mandatory training, mileage shall be reimbursed at current IRS rates, as they exist from time to time during the term of the MOU, for actual miles traveled.

3. City Vehicle Use: Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those instances where an employee is required to perform emergency law enforcement duties as required by law. In such cases, appropriate compensation shall be provided.

4. Canine Assignment: Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. Canine Officers shall be compensated for off-duty time spent in the care, feeding, grooming, exercise, incidental training, and companionship of their assigned dog in accordance with provisions of Article 34 – Special Assignment Pay.

Nothing herein precludes an officer from being compensated for actual time spent in department required and approved training at times other than the officer's regular working hours.

5. Gym Facility: The City provides a room to be used as a gym facility for the voluntary use of employees during their off-duty hours, in accordance with the letter of October 15, 1981 from the Association and agreed to by the City Manager. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.
6. Emergency Call Back Pay: Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her shift or is working prior to his/her regular scheduled shift. An employee called back to duty shall be credited with a minimum of three (3) hours work time commencing when he/she receives the call. An employee shall report to duty within a reasonable period of time not to exceed one (1) hour. Any hours worked in excess of three (3) hours shall be credited on a hour-for-hour basis for actual time worked. Travel time from the station to residence shall not be considered hours worked and shall not be compensated in any manner whatsoever. This provision is to be distinguished from "Court Standby" pay in Section 8 which is to be used when an employee is called back to court.
7. Court Pay: When an officer is physically called to court, he/she shall be credited on a hour-for-hour basis for the time actually spent in court, commencing one-half (1/2) hour prior to the scheduled court appearance. An employee shall be credited with a minimum of three (3) hours for each scheduled court appearance. Only one (1) minimum shall apply per payday. These three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2).

Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever unless the employee first responds to the station.

8. Court Standby: A member of the Association who, while off duty, is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked. However, in recognition of the City's past practice, the employee will continue to receive credit for three (3) hours (these three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2)), provided that the employee is not actually required to be present in the court building. If any employee is required to go to court, this three (3) hour period is applied to court pay under Section 7.

Alternatively, an employee on court standby, may, with the permission of the Chief of Police or his designee, report to the police facility, in uniform, for assignment while awaiting court. An employee shall be credited on a hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.



## ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

0 - 6 years      eleven (11) days per year

7 + years      one (1) additional day per year to a maximum of twenty-five (25) days

2. Accrual Caps: Except as provided herein, no employee may accrue greater than 400 vacation hours.

The total number of vacation hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (vacation hours Bank No. 1). The number of vacation hours contained within Bank No. 1 on January 14, 1995 shall not increase except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second vacation bank (Bank No.2) that shall have a balance of zero at its inception. Vacation hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 400 hours, then no vacation hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 400 hours.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. In no case shall an employee's request to accrue vacation in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee 60 days to utilize vacation time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

- C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his designee, with due regard for the wishes of the employee, the employee's accumulated vacation credits, and particular regard for the needs of the Department.

### **ARTICLE 10 - HOLIDAY SCHEDULE**

Policy: It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Employees of the Police Department who are assigned to work around-the-clock shifts receive thirteen 10-hour (130 hours total) floating "holidays-in-lieu" of specific holidays off. These holidays shall accrue on the following days:

#### **CITY HALL CLOSED**

<u>Regular:</u>	New Year's Day	Thanksgiving Day
	Washington's Birthday	Day After Thanksgiving Day
	Memorial Day	Christmas Eve
	Independence Day	Christmas Day
	Labor Day	New Years Eve Day (effective 12/31/2007)
	Veteran's Day	

#### **CITY HALL OPEN**

<u>Floating:</u>	Admission's Day	Columbus Day
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All other unit employees shall receive eleven (10-hour) paid holidays (see "Regular" holidays listed above), two (10-hour) floating holidays to replace Admission's Day and Columbus Day. These amounts are the maximum an employee can accrue. Hold-over time and/or overtime greater than the assigned hours shall not be applicable to this article.

Except as provided herein, no employee may accrue greater than 192 holiday hours.

The total number of holiday hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (Bank No. 1). The number of holiday hours contained within Bank No. 1 shall not increase after January 14, 1995 except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second holiday bank (Bank No.2) that shall have a balance of zero at its inception. Holiday hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 192

hours, then no holiday hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 192 hours.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee's request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize holiday prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee an opportunity to utilize holiday time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

### **ARTICLE 11 - ACCRUAL CASH-OUT**

Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU represented members may elect to, annually, during any fiscal year, cash-out up to a total of eighty (80) hours of accumulated and earned vacation time or holiday time (or a combination thereof) and this shall be revised to one hundred (100) hours effective July 1, 2015. Requests for cash-out are to be submitted in a manner prescribed by the City.

### **ARTICLE 12 - SICK LEAVE**

- A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment, at the rate of 7.33 hours per month (80 hours per year) for each full calendar month of continuous employment with the City, including time served in probationary status.
  - 1. Effective the first of the month following implementation of this MOU 8.00 hours per month (96 hours per year),
- B. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability, incurred on or off the job.
- C. There shall be no limitation on the number of days that an employee may accumulate during his tenure of employment.
  - 1. On July 1, 2012, any existing sick leave balance in the employee's MOU Section 12 account shall be placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below as being in MOU Section 12H. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be

required to utilize this sick leave account unless or until the employee elects to do so. For example if an employee had 1,000 hours of sick leave in this account and retired for service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account.

2. Commencing on July 1, 2012, sick leave earned by bargaining unit members shall be deposited into a second sick leave account which shall be capped at a maximum of 800 hours. Upon having 800 hours in the second sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the "second" sick leave account at the rate of 12 hours for each one full year (12 months) of city service. City service, for the purposes of determining hours eligible for cash out, shall be calculated beginning July 1, 2012.
  3. In addition, the City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrual not taken as cash payment will be reported to CalPERS for calculation as additional service credit.
  4. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedules as separately set forth in C(1) and C(2) above.
- D. In order to receive compensation while absent on sick leave, the employee shall, under normal circumstances, notify his/her immediate supervisor, or the on-duty watch commander prior to the time set for the beginning of his/her daily duties. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.
- E. The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform his job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.
- F. Refusal of any employee to submit to such a medical examination shall constitute insubordination and grounds for disciplinary action.
- G. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his

or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that as regard non-industrial disability retirements, it is the rules and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that as regards individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive their sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits in accordance with the sick leave cash-out schedule contained in Section H of this Article 12, with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.
  2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with the sick leave cash-out schedule contained in Section H of this Article 12. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off. Said payment shall, at the City's option, be paid in one lump sum or in pay period installments not exceeding the gross salary to which the employee would otherwise be entitled during said pay period.
- H. Upon the service retirement of an employee, the City will pay to the employee an amount equal to 50% of the individual employee's accumulated sick leave account as revised July 1, 2012 as outline in MOU Section 12(C)(1)(2). Payment to be made at the employee's current rate of pay.
- I. Upon the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary under the City life insurance program, an amount equal to the separate amounts provided for in C(1) and C(4) above. Payment to be made at the employee's current rate of pay.
- J. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least

500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1<sup>st</sup> of each year and shall be submitted in a manner prescribed by the City.

- K. Catastrophic Leave Bank. Membership in the Catastrophic Leave Bank will be voluntary and require an annual sick leave contribution of 8 hours pursuant to the provisions of Administrative Policy No. 30-10.

### **ARTICLE 13 - BEREAVEMENT LEAVE**

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

Immediate family, for the purpose of bereavement leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

### **ARTICLE 14 - FAMILY SICK LEAVE**

An employee with regular status may also be granted family sick leave at the discretion of the Police Chief or his designee whenever an illness occurs to a member of the employee's immediate family. Family sick leave may not exceed eighty hours in any one calendar year. Such leave shall not be unreasonably denied.

Serious illness, for the purpose of Family Sick Leave, shall be defined as a situation, in that the family member--injured or ill-- requires hospitalization, medical attention and treatment by a physician or the attention and care of the employee. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable.

Immediate family, for the purpose of Family Sick Leave, shall include spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.

In order to receive compensation while absent on family sick leave, the employee shall obtain prior verbal approval from the Police Chief or his designee. Payment for family sick leave shall not be processed for payment until the written request and verification are presented to the Department. The employee may submit the written request and verification after the period of leave.

Days of family sick leave granted shall be charged to the individual employee's accumulated sick leave account. In the event that an employee has less than forty-eight accumulated sick leave hours, family sick leave can be granted only to the extent of the employee's accumulated sick leave account.

balance.

#### **ARTICLE 15 - MILITARY LEAVE**

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

#### **ARTICLE 16 - JURY DUTY LEAVE**

An employee who is required to serve as a trial juror, or is required to appear in court as a witness except as the litigant in the case, shall be allowed to be absent with pay, from assigned duties within the City, during the period of such service or while necessarily being present in court.

Under such circumstances, the employee shall receive regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness, or as a juror, with the exception of travel pay, which may be retained by the employee.

The employee shall immediately advise the Department of receiving a court subpoena or governmental hearing order to serve as a witness. The employee shall be allowed leave with pay during the period of such service.

The employee shall advise the Department upon receiving a court order to appear for the initial examination as a prospective juror, or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

#### **ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY**

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

- A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking a non-paid

leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources and Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All request for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

- B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

## **ARTICLE 18 - FMLA/CFRA COMPLIANCE**

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act, then such provision is null and void.



## **ARTICLE 19 - INDUSTRIAL INJURY AND ILLNESS LEAVE**

- A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park.
- B. Subject to the requirement of Article 12, Section A of this Memorandum of Understanding, the City may make application for an employee's industrial disability retirement and said retirement shall not be effective without the member's consent earlier than the date upon which leave of absence without loss of salary under Section 4850 of the Labor Code because of the disability terminates, or the earlier date during the leave as of which the disability is permanent and stationary as found by the Worker's Compensation Appeals Board. (Government Code Section 21164).
- C. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours - 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell or pager.

## **ARTICLE 20 - MODIFIED DUTY**

- A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.
- B. Subject to C in this Article, it is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks which do not encompass all of the essential duties for that particular job class. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.
- C. Modified duty may be allowed only if all of the following conditions are met:
  - 1. The Chief of Police determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Chief of Police shall not be subject to administrative or court challenge.

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and
3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.
4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City.
5. No modified duty assignment shall be made prior to conditions 1-3 being met;
6. There shall be no appeal of any decision which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):
  - a. Employee meets all the criteria as stated in Section C of this article.
  - b. Employee receives a medical release from the designated City doctor that modified duties may be performed.
  - c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).
  - d. The employee is released to work a full shift (either 5/8 or 4/10 schedule)
  - e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.
  - f. Modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period.
  - g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.
  - h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

- i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any Officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.
- j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

#### **ARTICLE 21 - UNIFORM ALLOWANCE**

- A. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the uniform allowance shall be six hundred and fifty dollars (\$650.00) per year for eligible employees and effective July 1, 2015 the uniform allowance shall be six hundred and seventy five dollars (\$675.00) and the City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance for officers required to wear a police uniform (personnel assigned to Patrol, Traffic, and the DARE Officer). All remaining personnel (Detectives, Administration, Training, Technical Services, Professional Standards, and the Community Relations) may choose to receive cash payment for the uniform allowance in October of each contract year or receive credit/retail account with a retail outlet to be determined by the City. All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements. Subject to receipt of prior written approval from the Chief of Police and the Support Services Manager, any affected employees may utilize the (\$650.00) for fiscal year 2014-2015 and (\$675.00) for fiscal year 2015-2016 to purchase uniforms or specified equipment at locations other than the City approved retailers.
- B. The number of retail outlets utilized for the credit/retail account program will not exceed four locations. The selection of the outlets is to be determined by the City, after consultation with the Association.

A listing of uniform items eligible for purchase, as approved by the Chief of Police, shall be maintained in a Side Letter Agreement. During the term of this Agreement, the Association may submit to the Chief of Police, for his/her consideration, a list of proposed items to be added to the list of authorized items eligible for purchase. No item will be added to the list of authorized items without the Chief of Police's written approval.

Unit members have the option of purchasing their equipment from vendors other than the city approved vendor/retail outlet, as long as the equipment meets departmental specifications. Subject to the above \$650 available in fiscal year 2014-2015 and the \$675 available in fiscal year 2015-2016, a member will be eligible for reimbursement upon bringing in the receipt, showing the detail of the purchased equipment to their supervisor, for

approval prior to usage. All equipment and uniforms must meet departmental standards and specifications to be eligible for reimbursement.

## **ARTICLE 22 - MEDICAL INSURANCE**

- A. Active Employees: Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City agrees to pay a maximum monthly amount up to one thousand one hundred dollars (\$1,100.00) and one thousand one hundred and fifty dollars (\$1,150) effective July 1, 2015 towards the medical insurance premium for each eligible employee and all eligible dependents. The employee will pay any and all premiums due in excess of the maximum amounts set forth above. .
- B. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for P.E.R.S. Long Term Care which the employee may elect to participate in and pay through payroll deduction.
- C. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City shall provide a \$300.00 payment per month for an active employee who waives City-paid medical coverage and provides proof that they are enrolled as a dependent on a non-City employee's health insurance plan. Enrollment onto, and withdrawal from, City-paid medical coverage is subject to the medical provider's policies. This payment shall be referenced (listed) in Article 8(F) – Regular Rate of Pay.
  - 1. Retired Employees: The City agrees to pay a maximum monthly amount up to six hundred and fifty dollars (\$650.00) towards the medical insurance premium for each eligible retired employee and all eligible dependents for retirees who retired with twenty (20) or more years City service. The retired employee will pay any and all premiums due in excess of the maximum amounts set forth above. Those retirees who retired with less than twenty (20) years City service will continue to receive the maximum City contribution of \$485.00 per month.
  - 2. At Medicare eligible age, if a retiree is eligible for Medicare Part A at no cost, that retiree shall make application for any and all Medicare benefits available to them including but not limited to Medicare supplemental coverage but only to the extent that such supplemental coverage is at no cost.
  - 3. Employees hired on and after July 1, 2015 shall be ineligible to participate in the City-funded retiree medical insurance program.

For bargaining unit members hired on and after July 1, 2015, the parties agree to establish an alternative, employee-funded retiree medical insurance funding mechanism, pursuant to IRS Code 501 (c)(9), also known as a 115 Trust, or other similar program, to provide for post-employment medical coverage for eligible employees. Both parties agree

to a re-opener and to meet and confer to discuss the formation of such alternative, employee-funded retiree medical insurance funding plan. This re-opener will occur no later than January 1, 2015. The establishment of Health Savings Accounts (HSA's), Health Retirement Accounts (HRA's) and Dependent Care Accounts (DCA's) will be part of these negotiations.

### **ARTICLE 23 - GROUP DENTAL PLAN**

Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City agrees to contribute up to sixty-five dollars (\$65.00) per month of the premium for each eligible employee and all eligible dependents. Effective July 1, 2015 the City agrees to contribute up to seventy-five dollars (\$75) per month of the premium for each eligible employee and all eligible dependents. The employee will pay any and all premiums due in excess of the City's monthly contribution.

### **ARTICLE 24 - LIFE AND VISION INSURANCE PLANS**

- A. Vision Insurance - The City shall provide a vision insurance plan. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the city agrees to pay \$20 for the employee and eligible dependents. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be \$10.00/exam; \$20.00/frame and lenses.
- B. Life Insurance – Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City shall provide each employee covered under this Agreement a term life insurance policy in the amount of \$100,000.
- C. Supplemental Life Insurance may be purchased by each employee in \$10,000 increments with a maximum face value of \$300,000, or three times (3X) the individual's gross salary, whichever is less. Employees who currently have supplemental insurance, shall be required to add or delete such supplemental coverage so as to reflect \$10,000 increments. Any premium cost for supplemental insurance shall be borne by the employee.

### **ARTICLE 25 - EDUCATIONAL INCENTIVE PAY**

Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City agrees to maintain an Educational Incentive Pay Plan which provides additional compensation as follows:

- A. \$175.00 dollars additional compensation per month for an employee who possess an intermediate or higher POST Certificate and who does not otherwise qualify for the educational incentive pay as provided for in this article and \$250.00 additional compensation per month for an Advanced POST Certificate for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. In no case shall the total additional monthly compensation under this section A(1) of Article 25 exceed \$250.00

per month.

- B. \$135.00 dollars additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.
- C. \$275.00 dollars additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- D. \$325.00 dollars additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- E. The above amounts shall not be cumulative. If an employee possesses any combination of both 60 units of college credit/Associates/Bachelor's/Master's Degree and an Intermediate/Advanced POST Certificate, they will be compensated an additional \$50 per month. In no case shall the total additional monthly compensation under Article 25 exceed \$375 per month.

#### **ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT**

Educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

## **ARTICLE 27 - BILINGUAL PAY**

The City shall pay an additional one hundred fifty dollars (\$150) per month to each employee, who is capable of speaking and interpreting a foreign language as deemed useful by the City.

## **ARTICLE 28 - SALARIES AND WAGES**

Effective Date: Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU: 3% cash lump sum payment based on 12 months employment and compensation with the city and calculated according to the classifications base salary schedule.

Pay Period: July 2014-June 2015

This one time lump sum payment is intended for association members who work the entire 2014-2015 fiscal year. If a member of the association leaves Monterey Park employment to go to another agency or is terminated for disciplinary reasons, that association member shall pay back to the city a pro-rated share of this lump sum payment and this amount shall be deducted from the employees' last paycheck with the city. (i.e., if an association member leaves city employment for another agency 9 months into the fiscal year, that employee will owe back to the city 3 months or 25% of this lump sum payment to be deducted from their last paycheck).

Effective Date: Dec 12, 2015

Pay Period: July 2015-Jun 2016

As of January 1, 2016 and effective the first pay period following January 1, 2016, represented members shall be entitled to a retroactive three percent (3.0%) cash payment representing the first six months of the 2015-2016 fiscal year, back to July 1, 2015 (calculated according to 6-months of the member's annual base salary as set forth in the City's Salary Schedule). Also, as of January 1, 2016 and effective the first pay period following January 1, 2016, represented members shall be entitled to a 3% pay increase (calculated according to the member's base salary as set forth in the City's Salary Schedule). Payment of this retroactive payment and salary increase is expressly conditioned upon the following terms and conditions and shall not be implemented if either of the terms and conditions set forth below are not satisfied.

The Permit and Impact Fee Condition. The City must receive \$700,000.00 or more in building permit and impact fees from any combination of five major projects that are identified in Addendum A B and which are described as the AG Hotel, the Marriott Hotel, the Double Tree Hotel, the Market Place – Home Depot and the Towne Center. The City must receive \$700,000.00 or more in building permit and impact fees from any combination of these five major projects on or before December 15, 2015. The projected building and impact permit fees that the City is expected to receive for each of the five projects is set forth in Addendum A and shall be referred to as the "Base Building Permit and Impact Fee" for each respective project. In the event the City Council approves a reduction of the "Base Building Permit and Impact Fee" for any of the five major projects, the City will calculate the percentage by which the "Base Building Permit and Impact Fee" was reduced. The single greatest percentage reduction, if any,

for any of the five major projects shall then be applied to the \$700,000.00 "trigger". For example, if the Council approves a reduction of the "Base Building Permit and Impact Fee" for four of the projects by 5% and approves a reduction of the "Base Building Permit and Impact Fee" of the fifth project by 10%, a 10% reduction shall be applied to the \$700,000.00 permit fee trigger, thus reducing the permit fee trigger to \$630,000.00.

The Safety Net Condition. The combined negative variance (revenues are less than budget projections and/or expenditures exceed budget authorization) to the General Fund shall not exceed \$450,000.00 during the fiscal year 2014-2015. Revenue measurement shall exclude one-time receivables such as state repayments, residual distributions and revenues from permit fees. Expenditures shall exclude capital improvements, transfers out and expenses related to the above base building permit and impact fees. All other expenditures, such as, a reduction in revenue and/or an increase in expenditures due to state or federal action, natural disaster, liabilities, or other expenditures, shall be included in this calculation.

The retroactive 3% wage increase referenced above is expressly conditioned upon both the Permit Fee Condition and the Safety Net condition being met. If either or both conditions are not met, the City shall have no obligation to provide the 3% wage increase. However, in the event one or both conditions are not met, and absent any contrary action by the Council, a 3% lump sum payment (calculated according to the member's annual base salary as set forth in the City's Salary Schedule) shall be provided to all members for the 2015/16 fiscal year. This 3% lump sum payment shall be paid on the first payroll in February 2016.

Longevity: Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU, upon the completion of 25 years of continuous service with the City of Monterey Park an employee shall be compensated a \$200 a month longevity payment. This payment will be based on a fiscal year and payable on the first payroll cycle after the affected employee's anniversary date. This payment shall be referenced (listed) in Article 8(F) – Regular Rate of Pay.

## **ARTICLE 29 - SENIORITY**

Time which has been spent in a position designated by the Department as an "acting position" does not qualify as seniority for time served within the acting position rank as credit for completion of a probationary period for the acting rank, or as credit for time in rank for merit pay step increases.

## **ARTICLE 30 - RETIREMENT**

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective June 24, 1989, "Single Highest Year" option;
2. Effective March 20, 1976, "Post Retirement Survivor" option;
3. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
4. Effective August 18, 2001, "3% @ 55" formula Retirement Plan.



5. Effective November 1, 2003, Military Service Credit as Public Service
- B. All employees shall commence payment of their 9% of compensation earnable employee contribution to CalPERS.
- C. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system, or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 1: Classic members will have the retirement formula that existed with the City on December 31, 2012, 3%@55, single highest year final compensation.

Tier 2: "New Members" will have the retirement formula 2.7% @ 57, three year average, final compensation.

### **ARTICLE 31 - MEDICAL EXAMINATION**

A medical examination of any employee may be required by the City and will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

### **ARTICLE 32 - DEFERRED COMPENSATION PLAN**

A deferred compensation plan will be available to all members of the Police Officers Association. Participation in this deferred compensation plan is at the option of the individual employee.

### **ARTICLE 33 - EMPLOYEE SAFETY COMMITTEE**

A committee of three Association members is to be established. One of the three members will be the Association President, or the Association Vice President. This Committee will meet with appropriate Departments and City officials in matters related to on-duty safety.

Blood borne and Airborne pathogen exposure control training shall be provided to appropriate unit employees and required immunizations will be provided to employees as required at City cost.

### **ARTICLE 34 – DURATION OF SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENT PAY**

- A. Effective concurrent with adoption by the City Council of this AMENDMENT, the method of staffing special assignments shall be as set forth herein. For purposes of this Article 34, special assignments shall consist of Motors (including traffic Sergeant), Detectives, Administrative Officer, Community Relations Officer, Personnel Officer, Technical Services Officer, Administrative Training Officer, Canine Handler, and Planning & Research Officer).

- B. The term of any one (1) particular special assignment shall be for a period of forty-eight (48) consecutive months from the date of placement in the particular special assignment, with the employee having the option to elect an additional twelve (12) month period of service in the special assignment, resulting in sixty (60) consecutive months of placement within a special assignment. The employee shall notify the Office of the Chief of Police in writing not later than the end of the forty-fifth (45th) consecutive month of special assignment service, as to whether or not the employee elects an additional twelve (12) month period of service. (Canine Handler shall be considered a special assignment, however, the set term of such assignment shall be determined at the commencement of the assignment to constitute the service life duration of the assigned canine, multiplied by two (2), but in no event less than nine years. For example, if the service life of a canine is sixty (60) months, the term of assignment for a canine handler shall be one hundred twenty (120) consecutive months. The above-described option to elect an additional twelve (12) months of special assignment shall not be applicable to the Canine Handler.
1. At the conclusion of the initial forty-eight (48) month, or the extended sixty (60) month term, the Chief of Police may, at his/her sole discretion, extend the term of an employee's special assignment up to an additional six (6) months if the Chief of Police determines it is in the best interests of the Department to do so because of the employee's involvement in a particular project, investigation or other matter is required.
- C. Affected employees who have been placed in a special assignment prior to February 13, 2006 shall not be subject to the forty-eight/sixty (48/60) [one hundred twenty month] special assignment limitation set forth herein.
- D. Any affected employee performing in a specialty assignment may submit a written request to the Chief of Police, proposing that the employee be assigned out of the special assignment. The decision of the Chief of Police as to whether or not such request shall be granted and if so, when the reassignment shall be effective, lies in the sole discretion of the Chief of Police, whose determination shall not be subject to administrative or civil challenge or appeal.
- E. At the conclusion of the above-described term of specialty assignment, or upon being granted exit from said assignment during its term, the affected employee shall be eligible to apply for a different specialty assignment, but shall be ineligible to be appointed to the same specialty assignment which term has just been completed, or from which the employee has exited during the term, for a period of 12 months from the last date of service in the specialty assignment.
- F. Reassignment in a specialty position of the same or different type than that in which the affected employee has previously performed services, shall be subject to all applicable policies, practices and procedures utilized by the Chief of Police for selection of participants in specialty assignments.

G. All affected employees participating in a special assignment, whether appointed before or after adoption of this AMENDMENT, shall be subject to the removal/appeal policies and procedures set forth below in subsection H.

H. 1. Appeal procedures for employees removed from specialty assignments after twelve months or more of receiving the assignment:

A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus can be implemented only upon the Department stating cause for the reassignment, and with the Officer then having a right to contest the reassignment through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing before a hearing officer pursuant to Article 7 of the MOU. (The City does not acknowledge that said court ruling is controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 7 of the MOU and which regard reassignment from a special assignment as that term is used in this Article:

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been reassigned.

"Presentation Time" against which shall be charged the eight (8) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the eight (8) hour limitation, the hearing officer shall have no authority to extend said limitation.

2. Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:

The following administrative appeal process is established pursuant to Government

Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal processes established in other provisions of the Memorandum of Understanding (“MOU”) between the City of Monterey Park and the Monterey Park Police Officers’ Association.

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to either Article 7 or 34 of the Memorandum of Understanding. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under either Article 7 or 34 of the Memorandum of Understanding. MOU ARTICLE 7 GRIEVANCE PROCEDURE applies to disciplinary action “as defined by City Personnel Rules and Regulations.” Personnel Rule XV(1) defines disciplinary actions as being limited to suspensions without pay, reduction in class position or dismissal. Thus, this particular procedure shall only apply to the removal of employees from their specialized assignment within the first twelve (12) months of receiving such an assignment.

A. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion (reduction in class position) or suspension is entitled to an administrative appeal pursuant to this procedure. An officer shall be entitled to appeal an action upon receiving written notification of such action.
2. Officers subjected to dismissal, demotion, or suspension shall continue to be entitled to an appeal in accordance with existing procedures set forth in other provisions of the Memorandum of Understanding.
3. Each Party shall bear their own costs incurred under this procedure.

B. Notice of Appeal

1. Within ten (10) calendar days of receipt by an officer of written notification of punitive action, the officer shall notify the Chief of Police in writing of the officer’s intent to appeal the punitive action.
2. The notice of appeal shall specify the action being appealed and the substantive grounds for the appeal.
3. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

C. Hearing Officer

The City Manager or designee shall act as the hearing officer. The determination of the City Manager or designee shall be administratively final and binding.

D. Burden of Proof

The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the punitive action and the burden of proving that the punitive action was reasonable under the circumstances.

E. Conduct of Hearing

1. For the purposes of this specific hearing regarding the proposed removal of an officer within the first 12 months of a specialized assignment the provisions of Government Code § 11513 shall apply to the hearing. The City understands that an employee cannot be compelled to testify even if the employee does not testify in the presentation of his/her case.
2. Following the presentation of evidence, if any, the parties may present verbal closing arguments and/or in the sole discretion of the hearing officer, written closing arguments, as well.

F. Record of Hearing

1. The hearing shall be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. The appointing authority shall also be entitled to representation at all stages of the proceedings.

H. Decision

1. The City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties.
2. The decision shall be served by first class mail upon the appointing authority and the officer as well as his/her attorney or representative.

The decision shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. If applicable, the decision to return the employee to his/her specialized assignment shall include back pay.

I. The City agrees to pay one hundred dollars (\$200.00) per month special assignment pay for employees regularly assigned to the positions of Motor Officers (including traffic Sergeant), Detectives, Administrative Officer, Community Relations Officers, Personnel Officers Technical Services Officer, Administrative Training Officer and Planning & Research Officer.

1. In addition to the above, the individual designated as "Range Master" shall be eligible for \$200.00 per month special assignment pay. In no case may more than one individual receive special assignment pay for Range Master nor shall any individual be eligible to receive multiple special assignment pay provisions.
2. Individuals assigned to the Public Oriented Policing program (POP) shall be eligible for the \$200.00 per month special assignment pay.

J. Canine Pay - Employees who are assigned to Canine Officer duties are entitled to compensation for the hours spent with their canine feeding, grooming, caring, and training with the dog as well as cleaning their canine vehicle. The parties acknowledge that the Fair Labor Standards Act which governs the entitlement to compensation for canine duties entitles parties to agree to a reasonable number of hours per month for the performance of canine duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article, to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

A sworn unit member assigned to canine duty will receive additional compensation of \$200.00 per month in addition to his or her base salary. This amount recognizes that the time spent in the care (including feeding and grooming), maintenance and training of his or her assigned dog as well as the cleaning of his or her assigned vehicle shall be considered hours worked payable at the rate of \$15.39 per hour. It is understood that unit members normally spend three (3) hours per week performing such work. A unit member who is required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence which is not a part of the member's customary care, maintenance or training of the dog or cleaning of the canine vehicle shall submit a written request to the Chief of Police or assigned designee for additional compensation for the hours spent performing such work. Any additional compensation shall be at the employee's regular rate of pay.

- K. The City agrees to pay two hundred dollars (\$200.00) per month to individuals selected as Field Training Officer (FTO). The number of individuals assigned as FTO shall be at the sole discretion of the Chief of Police.
- a. For those individuals not receiving FTO premium pay under the provision of this Article 34 (K), if within the twenty-eight (28) day work period, because of the unavailability of a compensated FTO, an individual is qualified as an alternate FTO and acts as an FTO for a total of twenty-four to forty-eight hours, then said individual shall be paid Fifty Dollars (\$50.00). If the individual works as an alternate FTO for more than forty-eight hours in the twenty-eight (28) day work period, then the individual shall receive One Hundred Dollar (\$100.00). With the exception of Traffic Bureau training, which will be eligible for alternate FTO compensation, nothing herein shall be interpreted to provide for any FTO compensation for training that occurs as part of a trainee being rotated through the Communications Bureau, Community Relations Bureau, Jail, Detective Bureau, or K9 program as part of the normal training cycle.
- L. Employees holding the rank of Police Officer who are assigned duties supervising other sworn personnel shall be compensated \$50 a day extra for no more than \$200 in a twenty-eight day scheduling period.

### **ARTICLE 35 – PROBATIONARY PERIOD**

All original and promotional appointments to the competitive service shall be tentative and subject to the following probationary periods: eighteen months for appointment to the position of Sworn Police Officer, twelve months for promotional and lateral appointments to the positions of Police Agent, Police Sergeant and Police Lieutenant.

### **ARTICLE 36 - PERSONNEL RULES AND REGULATIONS**

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations. However, no such rule or regulation modification shall alter any term of this contract.

### **ARTICLE 37 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION**

Reasonable written notice will be given to the Recognized Employee Organization of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency, an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a Recognized Employee Organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The Recognized Employee Organization shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

### **ARTICLE 38 - GENERAL PROVISIONS**

- A. This Memorandum shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this Memorandum shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the Memorandum shall not be otherwise affected thereby.
- B. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization or because of race, color, creed, or national origin. The City and Association further agree that there shall be no discrimination against any employee because of age, gender, legal disability, marital status, sexual orientation and political/union activity, provided that said provisions shall not result in the creation of more broad benefits than presently provided to unit members, nor shall said provisions result in additional funding of benefits.
- C. The parties hereto agree that this Memorandum cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, as set forth in this Article 38.
- D. Nothing contained in the Memorandum shall act as a waiver of any rights an individual may have under the workers' compensation law.

### **ARTICLE 39 - SUBSTANCE ABUSE POLICY**

The parties have met and conferred in good faith and reached agreement upon modifications to the City Administrative Policy No. 30-10, as regards GUIDELINES FOR CONSUMPTION OF ALCOHOL AND ILLEGAL OR CONTROLLED SUBSTANCES.

### **ARTICLE 40 - TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2014 and ending June 30, 2016 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.



This Memorandum may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the Memorandum shall automatically renew for an additional year without any change whatsoever.

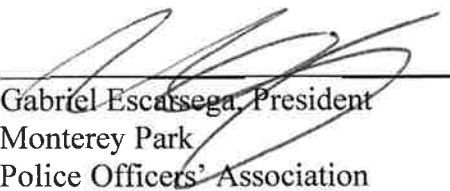
#### **ARTICLE 41 - CITY COUNCIL APPROVAL**

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

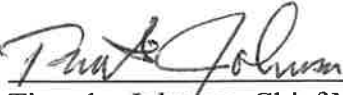
IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 7th day of January 2015.

MONTEREY PARK POLICE OFFICERS'  
ASSOCIATION

By

  
Gabriel Escarsega, President  
Monterey Park  
Police Officers' Association

By

  
Timothy Johnson, Chief Negotiator  
Monterey Park  
Police Officers' Association

CITY OF MONTEREY PARK

By

  
Paul Talbot  
City Manager

By

  
Thomas Cody, Director  
Human Resources & Risk Management

**CITY OF MONTEREY PARK  
CLASSIFICATION AND BASE SALARY LIST  
POLICE OFFICERS' ASSOCIATION MOU**

**1. Effective the first pay period July 2012(1)**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	5482	5757	6044	6347	6664
Police Agent	2	5841	6133	6440	6762	7100

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1 Future salary range increases are contingent upon all conditions set out in Article 28 being met and the MOU will be adjusted accordingly by side letter at that time.



## **ADDENDUM B**

### **Memorandum**

DATE: June 4, 2014

TO: Tom Cody, Director of Human Resources and Risk Management

FROM: Michael A. Huntley, Director of Community and Economic Development

RE: Major Project Schedule and Potential Building Permit Revenue

The following information is intended to provide the best estimation of projected Building Permit revenue for the five most significant projects currently being processed by the City. These five projects were selected since they will not only generate Building Permit revenue, but also potential property tax, sales tax and transient occupancy tax revenue to the city. It should be noted that some of the projects may generate one or more of the taxes mentioned above. Attached to this memorandum is a Project Schedule that identifies the projected timing of each project based on the most recently information provided by the applicants.

#### **AG HOTEL**

Hotel-Type 1-A/1-B@ \$200 per Sq. Ft. x 91,257 Sq. Ft. = \$18,251,400.00  
Restaurant-Type 1-A/1-B@ \$200 per Sq. Ft. x 12,658 Sq. Ft. = \$2,531,600.00  
Apartments-Type 111-BN-B Masonry@ \$130 per Sq. Ft. x 86,982 Sq. Ft. = \$11,307,660.00  
Retail-Type 1-A/1-B@ \$180 per Sq. Ft. x 1,488 Sq. Ft. = \$267,840.00  
Parking -Type 1-A/1-B @ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00  
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 178,239 Sq. Ft. = \$623,836.50  
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 14,146 Sq. Ft. = \$63,657.00  
Fire Sprinkler Equipment Valuation @ \$3.00 per Sq. Ft. x 292,385 Sq. Ft. = \$877,155.00  
**Total Building Valuation: \$41,423,148.50**

#### **Building Permit Fee: \$456,297.00 (Based on the Building Valuation above)**

Strong Motion Tax: \$8,698.86  
State Green Fee: \$1,657.00  
Records Management Fees: \$41,423.15  
General Plan Revision: \$82,846.30  
Safety Impact: \$446,333.20  
Park Fee: \$192,385.00  
**Total: \$1,229,640.51**

#### **MARRIOTT HOTEL**

Hotel-Type 1-A/1-B@ \$200 per Sq. Ft. x 180,000 Sq. Ft. = \$36,000,000.00  
Restaurant-Type 1-A/1-B@ \$200 per Sq. Ft. x 12,000 Sq. Ft. = \$2,400,000.00  
Retail-Type 1-A/1-B@ \$180 per Sq. Ft. x 6,400 Sq. Ft.: \$1,152,000.00  
Parking-Type 1-A/1-B@ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00  
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 180,000 Sq. Ft. = \$630,000.00  
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 18,400 Sq. Ft. = \$82,800.00  
Fire Sprinkler Equipment Valuation @ \$3.00 per Sq. Ft. x 298,400 Sq. Ft. = \$895,200.00  
**Total Building Valuation: \$48,660,000.00**

## **ADDENDUM B**

### **Building Permit Fee: \$583,733.00 (Based on Building Valuation above)**

Strong Motion Tax: \$10,218.60  
State Green Fee: \$1,947.00  
Records Management Fees: \$48,660.00  
General Plan Revision: \$97,320.00  
Safety Impact: \$460,288.00  
Park Fee: \$198,400.00  
**Total: \$1,400,566.60**

### **DOUBLE TREE HOTEL**

Hotel- Type 1-A/1-8 @ \$200 per Sq. Ft. x 98,000 Sq. Ft. = \$19,600,000.00  
Restaurant- Type 1-A/1-8 @ \$200 per Sq. Ft. x 3,500 Sq. Ft. = \$700,000.00  
Retail -Type 1-A/1-8 @ \$180 per Sq. Ft. x 1,500 Sq. Ft. = \$270,000.00  
Parking -Type 1-A/1-8 @ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00  
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 98,000 Sq. Ft. = \$343,000.00  
Commercial Air Condition Equipment Valuation@ \$4.50 per Sq. Ft. x 5,000 Sq. Ft. = \$22,500.00  
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 203,000 Sq. Ft. = \$609,000.00  
**Total Building Valuation: \$29,044,500.00**

### **Building Permit: \$352,608.00 (Based on Building Valuation above)**

Strong Motion Tax: \$6,099.35  
State Green Fee: \$1,162.00  
Records Management Fees: \$29,044.50  
General Plan Revision: \$58,089.00  
Safety Impact: \$238,960.00  
Park Fee: \$103,000.00  
**Total: \$1,027,922.85**

### **Market Place - HOME DEPOT (based on a previous estimate from 2012)**

Retail- Type 1-A/1-8@ \$180 per Sq. Ft. x 107,571 Sq. Ft. = \$19,362,780.00  
Commercial Air Condition Equipment Valuation@ \$4.50 per Sq. Ft. x 107,571 Sq. Ft. = \$484,069.50  
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 135,682 Sq. Ft. = \$407,046.00  
Garden Center- Type V@ \$130 per Sq. Ft. x 28,111 Sq. Ft. = \$3,654,430.00  
**Total Building Valuation: \$21,756,905.50**

### **Building Permit Fee: \$320,889.00 (Based on Building Valuation above)**

Strong Motion Tax: \$5,698.45  
State Green Fee: \$1,086.00  
Records Management Fees: \$27,135.46  
General Plan Revision: \$54,270.91  
Safety Impact: \$314,712.64  
Park Fee: \$135,652.00  
**Total: \$859,426.46**

**Note:** The Market Place is an entitled 500,000 square foot regionally commercial shopping center including three development phases and numerous commercial, retail, service and restaurant uses. The Home Depot was selected because it is the major anchor for the new commercial shopping center; is committed to locate at the center; and is the farthest along with conceptual construction plans.

## **ADDENDUM B**

### **TOWNE CENTER (based on previously built fees from original time of application)**

#### ***Residential Component:***

Apartments- Type 1-A/1-8@ \$150 per Sq. Ft. x 142,050 Sq. Ft. = \$21,307,500.00  
Residential Air Condition Equipment Valuation @ \$3.50 per Sq. Ft. x 142,050 Sq. Ft. = \$497,175.00  
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 142,050 Sq. Ft. = \$426,150.00  
Swimming Pools- Residential Pool@ \$70 per Sq. Ft. x 450Sq. Ft. = \$31,500.00  
**Total Building Valuation: \$22,262,325.00**

#### **Building Permit Fee: \$268,406.00**

Strong Motion Tax: \$2,226.23  
State Green Fee: \$891.00  
Records Management Fees: \$22,262.33  
General Plan Revision: \$44,524.65  
Safety Impact: \$329,556.00  
Park Fee: \$76,300.00  
**Total: \$744,166.21**

#### ***Commercial Component:***

Retail-Type I or II F.R. @ \$140 per Sq. Ft. x 78,583 Sq. Ft. = \$11,001,620.00  
Parking- Type I or II F.R. @ \$50 per Sq. Ft. x 249,772 Sq. Ft. = \$12,488,600.00  
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 78,583 Sq. Ft. = \$353,623.50  
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 328.355 Sq. Ft. = \$985,065.00  
**Total Building Valuation: \$24,828,908.50**

#### **Building Permit Fee: \$134,585.00**

Strong Motion Tax: \$5,214.07  
State Green Fee: N/A  
Records Management Fees: \$24,828.91  
General Plan Revision: \$49,657.82  
Safety Impact: \$173,668.43  
Park Fee: \$78,583.00  
**Total: \$466,537.23**

**Note:** All of the above fee estimates are only for Building Permit and mandated impact fees. Electrical, Mechanical and Plumbing Permit and Plan Check fees are not included since they are based on a fixture count. All other City plan check/permit fees (e.g., Water Division, Public Works Department, Fire Department etc.), impact fees and outside agency fees are also not included in this estimate because they assess their fees individually as separate departments/agencies based on their review.

## **Project Time Line and Revenue Generation**

**Summary:** The following information is intended to provide the best estimation of when the following five projects will obtain Building Permits and the estimated revenue the projects will generate at the time the permit is issued. These five projects were selected since they will not only generate Building Permit fees, but increase property tax, sales tax, transient occupancy tax revenue to the city. It should be noted that some of the projects may generate one or more of the taxes mentioned above.

### **AG Hotel- 808 Garvey Avenue**

Entitlement Approval- May 2014 **(Approved)**

Construction Drawing Plan Check Submittal: January 2015 (8 months from Entitlement Approval)

Plan Check Processing -July 2015 (6 months for processing)

Building Permit Issuance- July 2015

### **Double Tree Hotel – 220 N. Atlantic Boulevard**

Entitlement Approval- September 2014 **(Pending)**

Construction Drawing Plan Check Submittal: May 2015 (8 months from Entitlement Approval)

Plan Check Processing- November 2015 (6 months for processing)

Building Permit Issuance- November 2015

### **Marriott Hotel- 521 N. Atlantic Boulevard**

Entitlement Approval- October 2014 **(Pending)**

Construction Drawing Plan Check Submittal: June 2015 (8 months from Entitlement Approval)

Plan Check Processing- December 2015 (6 months for processing)

Building Permit Issuance- December 2015

### **Monterey Market Place (Home Depot)**

Entitlement Approval – 2013 **(Approved)**

Construction Drawing Plan Check Submittal: May 2015 (8 months from closing escrow on the property)

Plan Check Processing – November 2015 (6 months for processing)

Building Permit Issuance- November 2015

### **Monterey Park Towne Centre**

Entitlement Approval- 2013 **(Approved)**

Construction Drawing Plan Check Submittal: December 2014

Plan Check Processing -June 2015 (6 months for processing)

Building Permit Issuance- June 2015

Major Projects Time Line																							
Year	2013	2014										2015											
Month		April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	
<b>AG Hotel</b>																							
Entitlement																							
Approval			Approved																				
Construction Drawing Preparation																							
Plan Check Submittal/Processing																							
Bldg. Permit Issuance																							
																	Jul-15						
<b>Double Tree Hotel</b>																							
Entitlement																							
Approval							Pending																
Construction Drawing Preparation																							
Plan Check Submittal/Processing																							
Bldg. Permit Issuance																					Nov-15		
<b>Marriott Hotel</b>																							
Entitlement																							
Approval								Pending															
Construction Drawing Preparation																							
Plan Check Submittal/Processing																							
Bldg. Permit Issuance																						Dec-15	
<b>Monterey Market Place</b>																							
Entitlement																							
Approval		Approved																					
Construction Drawing Preparation																							
Plan Check Submittal/Processing																							
Bldg. Permit Issuance																							
																					Nov-15		
<b>Market Park Towne Centre</b>																							
Entitlement																							
Approval		Approved																					
Construction Drawing Preparation																							
Plan Check Submittal/Processing																							
Bldg. Permit Issuance																							
																						Jun-15	

SIDE LETTER AGREEMENT #1  
BETWEEN THE CITY OF MONTEREY PARK AND THE  
MONTEREY PARK POLICE OFFICERS ASSOCIATION

The City of Monterey Park (City) and the Monterey Park Police Officers Association (MPPOA or POA) agree that health insurance is of importance to the City, the POA, City employees and retirees. The parties' current Memorandum of Understanding (MOU) expires in June 2016; nevertheless, the parties believe that a timely resolution of the health insurance issue is critical. As a result, the parties have met regarding health insurance and agreed upon a structure that will provide continued health insurance for employees and retirees. In addition, the parties also wish to address issues related to overtime and uniform allowance.

The City and the MPPOA have agreed to the following amendments to the current July 1, 2014 – June 30, 2016 MOU between the parties. All other terms and conditions of the MOU for July 1, 2014 – June 30, 2016, shall remain in full force and effect, except as to the specific changes as stated below.

1. Article 8 (Overtime), Section F – amended as follows:

F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall include the following components, if applicable, in addition to base salary:

1. Educational Incentive
2. Bilingual Pay
3. Special Assignment Pay
4. Longevity Pay
5. Medical Opt-Out Pay (effective first pay period in July 2015, medical opt-out pay will no longer be used to determine the regular rate of pay)

2. Article 21 (Uniform Allowance), Section A – amended as follows:

A. Effective the first payroll cycle in July 2015 and following City Council approval of the new 2014-2016 MOU the uniform allowance shall be six hundred and fifty dollars (\$650.00) per year for eligible employees. Effective the first pay period in July 2015, the uniform allowance shall be seven hundred twenty-five dollars (\$725.00) per year. The City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance for officers required to wear a police uniform (personnel assigned to Patrol and Traffic). All remaining



personnel (Detectives, Administration, Training, Technical Services, Professional Standards, Problem Oriented Policing (POP) Team and Community Relations) may choose to receive a cash payment for the uniform allowance in October of each contract year or receive credit/retail account with a retail outlet to be determined by the City.

All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements. Subject to receipt of prior written approval from the Chief of Police and the Support Services Manager, any affected employees may utilize the uniform allowance for fiscal years 2014-2015 and 2015-2016 to purchase uniforms or specified equipment at locations other than the City approved retailers.

3. Article 22 (Medical Insurance), Article 23 (Group Dental Plan) and Article 24 (Life and Vision Insurance Plans) – amended as follows:

**Article 22 (Health Insurance)**

**A. Medical Insurance (Active Employees)**

1. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City agrees to pay a maximum monthly amount up to one thousand one hundred dollars (\$1100.00) toward an eligible employee's insurance premium (employee only, employee plus spouse, or employee and dependents). Effective July 1, 2015, the City's maximum contribution will be increased to one thousand one hundred and fifty dollars (\$1150.00) per month. Employees will pay the amount of the total insurance premium that exceeds the City's contribution set forth above via the City's Cafeteria Plan (IRC Section 125 Plan). This provision will expire on December 31, 2015.

2. Effective January 1, 2016, employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2016 the MEC is \$125/mo.).

**B. Retiree Medical Insurance**

1. Retiree Medical Benefits In Effect Until December 31, 2015

Employees who are hired by the City on or before December 31, 2015 and retire from City service will receive a City contribution toward the purchase of medical insurance for the retiree and all eligible dependents. At Medicare eligible age, if a retiree is eligible for Medicare Part A at no cost, that retiree shall make

application for any and all Medicare benefits available to them including but not limited to Medicare supplemental coverage but only to the extent that such supplemental coverage is at no cost.

- a. If the employee retired from City employment with less than 20 years of City service, he/she will receive up to \$485/month toward the purchase of medical insurance for the retiree and all eligible dependents.
- b. If the employee retired from City employment with 20 or more years of City service, he/she will receive up to \$650/month toward the purchase of medical insurance For the employee and all eligible dependents.

This benefit will be paid out as outlined above until December 31, 2015. Beginning January 1, 2016, all current retirees will then receive medical benefits as outlined in Section B.2.b. below.

2. Retiree Medical Benefits Beginning January 1, 2016

a. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 will not be eligible for the City contribution set forth in section B.1 above. Instead, these individuals will be eligible for medical insurance provided by PEMHCA and receive a City contribution equal to the MEC provided under PEMHCA (See section A.2 above).

b. Current Retirees and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth in Section B.1 above.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program, including but not limited to the following:

1. CalPERS does not require retirees to enroll in Medicare Part A and B until the retiree or his/her dependents become eligible for Medicare Part A at no cost. When a retiree or his/her dependents

become Medicare eligible, (i.e., eligible for Medicare Part A at no cost), the retiree or dependents, as applicable, must first enroll in Medicare Parts A and B. The retiree or dependents, as applicable, must then transfer to a CalPERS Medicare health plan to continue CalPERS coverage.

2. Payment of Medicare Part D premiums are required to remain in a CalPERS Medicare health plan.
3. If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

C. Dental Insurance

Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City will contribute up to sixty-five dollars (\$65.00) per month of the premium for each eligible employee and all eligible dependents. This will increase to seventy-five dollars (\$75) per month effective July 1, 2015. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance

The City shall provide a vision insurance plan. Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the city agrees to pay twenty dollars (\$20.00) per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be \$10.00/exam; \$20.00/frame and lenses

E. Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in and pay through payroll deduction.

2. Effective January 1, 2016, the City shall amend its Cafeteria Plan to provide for the following: The City's monthly contribution for health insurance coverage for active employees shall be up to one thousand one hundred and fifty dollars (\$1150.00) per month for employees electing to participate in PEMHCA. The City's contribution will include the PEMHCA MEC, as set forth in Section A.2 above (\$125 per month for 2016) and the remainder (in 2016, it would be up to \$1025 per month) shall be used to pay for the eligible employee's health insurance premium for the employee and all eligible dependents (employee only, employee plus one, or employee plus family). Eligible expenses include: (1) medical insurance premium, (2) dental insurance premium, (3) disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the City's Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has coverage through another insurance plan that is not an individual plan or coverage under an Exchange/marketplace.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

#### **Article 23 (Dependent Care Flexible Spending Arrangement and Health Reimbursement Arrangement)**

A. The parties will continue to meet and confer regarding the establishment of a Dependent Care Flexible Spending Arrangement (per IRC 129) that will enable employees, through salary reduction, to be reimbursed on a tax-advantaged basis for qualified dependent care expenses.

B. The parties will continue to meet and confer regarding the establishment of a Health Reimbursement Account (e.g. an integral part governmental trust per IRC § 115) in which employees make tax-advantaged contributions toward their retirement health costs by such means as a mandatory reduction in salary, or leave cash-outs.

#### **Article 24 (Life Insurance Plans)**

A. Life Insurance – Retroactive to the first pay cycle following July 1, 2014 and following City Council approval of the new 2014-2016 MOU the City shall provide each

employee covered under this Agreement a term life insurance policy in the amount of \$100,000.


B. Supplemental Life Insurance may be purchased by each employee in \$10,000 increments with a maximum face value of \$300,000, or three times (3X) the individual's gross salary, whichever is less. Employees who currently have supplemental insurance shall be required to add or delete such supplemental coverage so as to reflect \$10,000 increments. Any premium cost for supplemental insurance shall be borne by the employee.


This Agreement is to be considered an addendum to the parties' 2014-16 MOU. As a result, contract provisions, such as the savings/severability clause and the grievance procedure are incorporated by reference into this Agreement. This Agreement will remain in effect until the parties reach a new collective bargaining agreement or complete the negotiations process for a successor agreement to the 2014-16 MOU, whichever occurs first.

IN WITNESS THEREOF the parties have caused the duly authorized representatives to execute this Agreement this 17<sup>th</sup> day of June, 2015.

By: Lee O Norris  
Digitally signed by Lee O Norris  
DN: cn=Lee O Norris, o=ou,  
email=leonorris3@gmail.com, c=US  
Date: 2015.06.17 09:00:11 -0700  
Lee O. Norris, Lead Negotiator  
Police Officers' Association

By:   
Gabriel Escarsega, President  
Police Officers' Association

By:   
Thomas J. Cody, Director  
Human Resources & Risk Management.

By:   
Paul Talbot  
City Manager